



District

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	Dept. CFD	A	Contract Number 03-	
District County Service Area 70 Consolidated Fire District			Dept.	Orgn.	Contractor's License No.		
District Contract Representative lonie Wallace			Telephone 382-5401		Total Contract Amount Approximately \$8,252 per year		
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date 07/01/03		Contract End Date 06/30/07		Original Amount	Amendment Amount
Fund SKX	Dept. 106	Organization 160	Appr.	Obj/Rev Source 9800	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name Household Hazardous Waste Agreement			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount

THIS CONTRACT is entered into in the State of California by and between County Service Area 70, hereinafter called the District, and

Name

City of Barstow

hereinafter called City

Address

220 East Mountain View

Barstow, CA 92311

Telephone

(760) 256-3531

Federal ID No. or Social Security No.

95-6000675

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

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**FOR CITIES WITH COLLECTION FACILITY
HOUSEHOLD HAZARDOUS WASTE
AGREEMENT**

IT IS HEREBY AGREED TO AS FOLLOWS:

This Agreement is made and entered into between the San Bernardino County Service Area 70 Consolidated Fire District, hereinafter referred to as "County," and the City of Barstow, hereinafter referred to as the "City".

RECITALS:

WHEREAS, the California Public Resources Code requires cities and counties to prepare a Household Hazardous Waste Element which identifies a program for the safe collection, recycling, treatment and disposal of hazardous wastes which are generated by households in the city or county and which should be separated from the solid waste stream; and,

WHEREAS, the County of San Bernardino and each of the cities in the County have developed Household Hazardous Waste Elements (HHWE) which identify a county-wide cooperative program for the management of Household Hazardous Waste; and,

WHEREAS, the existing Household Hazardous Waste program operated by the County is consistent with the adopted HHWE; and,

WHEREAS, the County Fire Department, Division of Hazardous Materials, is a division of the County responsible for the safe management of hazardous waste; and,

WHEREAS, the City desires for the protection, health and welfare of the public and its personnel, the removal of hazardous waste from homes so that such materials will pose no danger in event of fire.

NOW, THEREFORE, in consideration of mutual covenants and conditions the parties hereto agree as follows:

**WITNESSETH:
RESPONSIBILITIES AND DUTIES OF THE CITY**

1. The City agrees to operate a Household Hazardous Waste Collection Facility (hereinafter referred to as "Facility") for the County at the following location: City of Barstow Corporation Yard, 900 South H Avenue, Barstow, CA, in accordance with "The Satellite Facilities Operations Manual" (hereinafter referred to as "Operations Manual"). Employees of the City who have current training

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by the County will accept only household hazardous wastes. The Facility will be open to the public for collection of household hazardous waste at least 10 hours per month. The City will label, categorize, and pack the wastes in accordance with the Operations Manual. The wastes will be stored in their original packaging (except used motor oil and used antifreeze) and placed in the County-provided containers inside the waste storage area (located within the fenced area of the Facility).

2. The City shall be responsible for maintenance of the Facility and for the safety of persons and materials on the property of the Facility. It shall not be necessary for the City to require a person to be present at all times on the site of the Facility where the waste will be stored.
3. The City shall notify and obtain approval from the County prior to making any changes in the maintenance and/or operation of the Facility. The City shall notify the County of any changes in the management of the Facility.
4. The City shall publicize to its residents the need to properly recycle, reduce, store, transport and dispose of household hazardous waste and inform its residents of the availability of the Facility for the safe management of household hazardous waste.
5. Indemnification - City agrees to indemnify and hold harmless the County, its officers, employees, agents, volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the City's negligent acts or omissions which arise from the City's performance of its obligations under this Agreement.

In the event, the City and/or the County is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the City and/or County shall indemnify the other to the extent of its comparative fault.

Furthermore, if the City or County attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the City or County agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the City shall secure and maintain throughout the contract the following types of insurance, or self-insurance, with limits as shown:

Workers' Compensation - A program of Workers' Compensation Insurance or a state-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of the City and all risks to such persons under this Agreement.

Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles.

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The policy, or self-insurance, shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Additional Named Insured - All policies or self-insurance, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - City shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Proof of Coverage - City shall immediately furnish certificates of insurance, or self-insurance, to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and City shall maintain such insurance from the time City commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the City shall furnish certified copies of the policies, or self-insurance, and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. City agrees to execute any such amendment within thirty (30) days of receipt.

6. Contract Compliance - City agrees to comply with all applicable Federal, State and County laws, regulations and policies in carrying out its responsibilities under this Contract.

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RESPONSIBILITIES AND DUTIES OF THE COUNTY

7. The County acting as the generator of the household hazardous waste shall assume responsibility for maintaining the necessary site permits. Further, the County will train City personnel and provide an Operations Manual, which designates waste to be accepted, defines a categorization scheme for wastes anticipated, and specifies emergency procedures to be followed. The County shall continue to provide an initial 24-hour training course for new personnel of the City and a subsequent annual 8-hour "refresher" training course for City employees. If there are changes to the Operations Manual, written notification and/or special training sessions shall be provided to the City. The Operations Manual shall be consistent with all state and federal regulations applicable to Household Hazardous Waste facilities and amended as necessary.
8. The County shall provide a secure storage shed. The County will also provide approved waste storage containers, meeting the specifications of the Department of Transportation for the disposal of hazardous waste and sufficient absorbent materials for "overpacking" the waste containers. At the termination of this contract, all items provided by the County shall belong to County, unless other written arrangements are made. County employees shall be available to assist the City on a 24-hour basis should an emergency arise at the Facility.
9. The County shall either remove the wastes or independently contract with a licensed hazardous waste hauler to remove the accumulated wastes, as needed, and to recycle or dispose of wastes at an approved facility.
10. The County shall provide an annual report to the City that shall include the amounts and types of waste collected, participation by jurisdiction, and final disposition of the waste.
11. Indemnification - County agrees to indemnify and hold harmless the City its officers, employees, agents, volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the County's negligent acts or omissions which arise from the County's performance of its obligations under this Agreement.

In the event, the County and/or the City is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the County and/or City shall indemnify the other to the extent of its comparative fault.

Furthermore, if the County or City attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the County or City agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
12. Insurance - The County is a self-insured public entity. Upon request, the County will provide a "Certificate of Self-Insurance" to the City.
13. Contract Compliance - The County agrees to comply with all applicable Federal, State and

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County laws, regulations and policies in carrying out its responsibilities under this Contract.

CONSIDERATION

14. In consideration for the services provided, the City shall pay the County each quarter for fiscal year 2003/2004, (July 15, October 15, January 15, and April 15), an amount calculated by the following equation: $A = 0.25 (P) (F) - \$2,500.00$, where

A = amount owed each quarter
P = the population of the City for that year
as estimated by the State of California
Department of Finance
F = \$0.83 per capita
0.25 provides the quarterly payment amount and
\$2,500.00 = represents the discount for staffing facility

The City shall pay the County each quarter, fiscal years 2004/2005, 2005/2006, and 2006/2007 (July 15, October 15, January 15, and April 15), an amount calculated by the following equation: $A = 0.25 (P) (F) (PF) - \$2,575.00$, where

A = amount owed each quarter
P = the population of the City for that year
as estimated by the State of California
Department of Finance
F = \$0.83 per capita
PF = 1.03 representing annual 3% increase (**compounded annually**)
0.25 provides the quarterly payment amount and
\$2,575.00 represents the discount for staffing the collection facility

TERM AND TERMINATION

15. This Agreement shall be effective July 1, 2003 and shall remain in effect through June 30, 2007 but may be renewed for specified periods, unless, otherwise terminated or amended.

16. Notwithstanding the foregoing, either party may terminate this contract at any time upon 90 days prior written notice to the other party.

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[illegible]




City of Barstow
(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Address _____

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
 County Counsel (Scott M. Runyan, Deputy)		 Department Head
Date _____	Date _____	Date _____

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